

policy document /  
**agricultural  
vehicle insurance**



**great service and  
better benefits**

June 2017

redefining / standards



**In the event of a claim  
please call our 24 hour  
Claims Helpline on:**

**1890 24 7 365**

## Caring for you

There may be times when you feel you do not receive the service you expect from us. This is our complaints process to help you.

- For a complaint about your policy, contact your broker (if any) or local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer the matter to:

- the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Locall: 1890 88 20 90. Fax: 01 6620890.  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie); or
- the Irish Insurance Federation on 01 6761914.

Our promise to you

- We will reply to your complaint within seven days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

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# Introduction to your Policy

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Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us.

The insurer with which your contract will be concluded is AXA Insurance dac which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that the law of the Republic of Ireland apply.

The cover you have bought has many benefits to provide you with peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are detailed in this document.

Please read your policy carefully and keep it in a safe place.

Your policy is in four parts:

- the proposal form and declaration
- the policy wording in this booklet
- the schedule which has the details of you, the vehicle, the cover and the period of insurance
- the current Certificate which gives details of who may drive and the purposes for which the vehicle may be used.

AXA Insurance dac (hereinafter called the company) will provide insurance as described in the following pages for injury, loss or damage happening during the period of insurance or any subsequent period which may be agreed anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands or in transit by sea between any ports therein.



Phil Bradley  
Chief Executive  
AXA Insurance dac

## In this Policy

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### DEFINITIONS

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We/us/our/  
the Company      AXA Insurance dac.

you/your/  
the Insured      means the Insured as named in the schedule.

vehicle            means any motor vehicle details of which have  
been advised to the Company.

The Continent of Europe includes any Country which is a member of the European Union and any other Designated Territory within the meaning of Road Traffic legislation.

### COVER AVAILABLE

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The Schedule shows what cover you have bought.

If your cover is:

#### **Comprehensive**

- You have the benefit of the entire policy.

#### **Third Party Fire & Theft**

- Section 1(A) does not apply.

#### **Third Party**

- Section 1 does not apply.

The schedule also shows what endorsements, if any apply to the policy.

Where more than one vehicle is insured by the policy the insurance will operate as if a separate policy had been issued for each.

# Section 1

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## SECTION 1

### **Loss or Damage to your Vehicle**

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Section 1 applies only to the vehicle notified to and accepted by the Company.

## SECTION 1 (A)

### **Damage to your vehicle**

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The Company will pay for loss of or damage to the vehicle covered by the policy and its accessories and spare parts while they are in or on the vehicle.

#### **Excess –**

An excess is the amount of any claim which you are required to pay. If your vehicle and or attachments suffers any loss or damage you are required to bear the first €150 of the loss payable.

## SECTION 1 (B)

### **Fire and Theft**

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The Company will pay for loss of or damage to the vehicle covered by the policy, and its accessories and spare parts while they are in or on the vehicle, caused by fire or theft or attempted fire or theft.

*Your vehicle must be missing for at least 28 days after The Company has been notified before we will consider it lost by theft.*

## What does the Company pay?

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The word “pay” means that the Company may, at its option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace the vehicle, or damaged or lost parts and accessories.

If the Company knows that your vehicle is the subject of a hire purchase or leasing agreement, any cash payment may be made to the owner named in it (whose receipt will be a full and final discharge of a claim).

The Company will not pay more for a claim than the market value of the vehicle immediately prior to the loss or damage, and in any event the Company will not pay more than the value advised by you to the Company.

The Company will not pay more than the manufacturer’s current list price (plus the reasonable cost of fitting) for any part or accessory.

If the Company settles a claim as a total loss, we reserve the right to retain the salvage if we so desire.

### **Repairs, collection and delivery.**

The Company reserves the right to arrange for the removal of the vehicle to other repairers, paying for such work that has already been done.

The Company reserves the right to accept, decline or invite estimates.

You may authorise repairs, provided such repairs are economical and an estimate is sent immediately to the Company. You must also keep any damaged parts for inspection.

If the vehicle is disabled as a result of an incident covered by this section, the Company will pay the reasonable cost of protection and removal to the nearest competent repairers.

After it has been repaired the Company will pay for the reasonable cost of delivery of the vehicle to your address in the Republic of Ireland.

These costs will only be paid in connection with a valid claim for loss or damage to the vehicle.

Where an excess applies, payment of this is your responsibility.



## Exceptions to Section 1

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### **The Company will not pay for:**

1. Losses you sustain through not being able to use your vehicle (including the cost of hiring another vehicle).
2. Depreciation.
3. Wear and tear.
4. Mechanical or electrical breakdowns, failures or breakages (we will not pay for the item which broke down, failed or broke but we will pay for any consequent loss or damage which is covered)
5. Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
6. Repairs or replacements which improve your vehicle beyond its condition before the loss or damage.
7. Loss or damage to anything in or on your vehicle other than its accessories and spare parts.
8. Loss or damage resulting from the use of your vehicle in a rally, competition or trial.
9. Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
10. Loss of or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
11. Loss resulting from repossession of the vehicle or restitution to its rightful owner.
12. Loss or damage to your vehicle while carrying a load in excess of that stated in the Manufacturer's Specifications as the maximum carrying capacity.
13. Damage to your vehicle by frost if such damage occurs while your vehicle is parked in the open overnight.

## Section 2

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### THIRD PARTY

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The Company will insure the person insured against legal liability (and the associated costs below) for damages in respect of

- accidental death of or bodily injury to any person, and
- accidental damage to property up to the amount specified in the schedule

arising from the negligent use of your vehicle.

### PERSONS INSURED

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- (a) You.
- (b) Any person allowed to drive with your permission by the current certificate of motor insurance.
- (c) Any person using (but not driving) your vehicle with your permission for social domestic and pleasure purposes.
- (d) If you wish, any person (other than the driver) in your vehicle or getting into or out of it.
- (e) The personal representative of any person in (a) to (d) following that person's death (but only in respect of the deceased's liability).

### ASSOCIATED COSTS

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1. Costs and expenses recoverable by any claimant.
2. All other costs and expenses.
3. Solicitor's fees for representation at the coroner's inquest or fatal inquiry or Court of Summary Jurisdiction.
4. The cost of defence up to a maximum of €1,270 against a charge of manslaughter or dangerous driving causing death or serious bodily injury.

*2, 3 and 4 above must be incurred with the written agreement of the Company.*

### TEMPORARY USE ON THE CONTINENT OF EUROPE

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The minimum indemnity required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is on the Continent of Europe (or in transit by sea between any ports therein).

## **Section 2 Cont**

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### **INDEMNITY TO HIRER**

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The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

### **INDEMNITY TO PRINCIPAL**

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The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

## Exceptions to Section 2

### The Company does not cover:

1. Damage to property belonging to, or held in trust by, or in the custody or control of, the persons insured.
2. Damage to any vehicle being driven or used by a person insured.
3. Any person in (a), (c), (d) and (e) if to that person's knowledge the driver of the vehicle does not hold a licence to drive such a vehicle or has held and is not disqualified from holding or obtaining such a licence.
4. Any person other than you who has insurance under another policy.
5. Any person in the Motor Trade driving the vehicle for overhaul upkeep or repair.
6. Any person insured who does not comply with the terms, exceptions and conditions of the policy.
7. Death of or bodily injury to any person driving or in charge of the vehicle.
8. Death of or bodily injury to any person employed by a person insured sustained while in the course of that employment, except in so far as is necessary to meet the requirements of Road Traffic legislation.
9. Death of or bodily injury to any person whilst such person is being carried in or on or getting into or alighting from any part of the vehicle.
10. Death, bodily injury or illness to any person caused by or arising out of
  - (a) poisoning of any kind or foreign or deleterious matter in food or drink
  - (b) anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods
  - (c) anything harmful or defective in any treatment given at or from your vehicle
  - (d) professional technical trade advice given at or from your vehicle.
11. Death, bodily injury or damage to property caused or arising, beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by any person.

## Section 3

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### TOWING DISABLED VEHICLES

The insurance under this policy will extend to any trailer (which will include any agricultural machine or implement) used as specified in the "Limitations as to use" in the certificate of insurance while connected by any means whatsoever to the vehicle described in the schedule for the purpose of being operated or drawn.

### EXCEPTIONS

The Company does not cover:

- towing of any description other than the above.
- towing vehicles for reward.
- damage to or loss of the towed vehicle or any property in the towed vehicle.

## Section 4

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### EMERGENCY TREATMENT

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

A payment made under this section will not affect your no claim discount.

## **Section 5**

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### **PAYMENTS CLAUSE**

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If so required by legislation all monies payable by the Company under the policy will be paid in the Republic of Ireland in the currency of the Republic of Ireland.

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act, 1990.

## **Section 6**

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### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY.**

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Nothing in this policy or any endorsement will affect the right of any person to obtain payment of a sum of money which the Company is obliged to pay by reason of the law of any country in which the policy operates relating to the insurance of liability to third parties. However, you must repay to the Company any amount paid which would not have been payable but for the provisions of such law.

## **Section 7**

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### **APPLICATION OF LIMITS OF INDEMNITY**

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If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other person insured.

## Section 8

### GENERAL EXCEPTIONS

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Applicable to all sections of the policy.

**The Company shall not be liable in respect of:**

1. Any injury, loss or damage occurring while your vehicle is being:
  - (a) Driven by any person not covered by the certificate of motor insurance.
  - (b) Used for any purpose not covered by the certificate of motor insurance.
  - (c) Driven by you, unless you hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence.
  - (d) Driven with your permission, by any person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (e) Driven by any person who does not comply with the terms, exceptions and conditions of the policy.
  
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
  
3.
  - (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
  - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components.
  
4. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the requirements of Road Traffic Legislation):
  - (a) War invasion acts of foreign enemies hostilities or warlike

## Section 8 Cont.

operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority

(b) Any act of terrorism

For the purpose of this exception an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This exception also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above

If the Company alleges that by reason of this exception any liability loss damage cost or expense is not covered by this insurance the burden of proving to the contrary shall be upon the Insured

In the event any portion of this exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

5. Any injury, loss or damage (except under Section 2 of the Policy) caused by Earthquake.
6. Any accident, injury, loss, damage or liability (except so far as is necessary to meet the requirements of Road Traffic legislation) while your vehicle is in or on any part of an aerodrome, airport or airfield provided for:
  - (a) The take-off and landing of aircraft and for the movement or parking of aircraft on the ground.
  - (b) Service roads, ground equipment, parking areas and those parts of passenger terminals coming within the Customs examination area.



## Section 8 Cont.

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7. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
  - (a) The loss of alteration of or damage to or
  - (b) A reduction in the functionality availability or operation ofA computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.
  
8. Any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such vehicle or attached to it is designed to operate as a toll of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).

## Section 9

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### CONDITIONS

#### 1. CLAIMS PROCEDURE

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In connection with any injury loss or damage which may give rise to a claim under the policy

- You must as soon as reasonably possible give the Company written notice
- You must send to the Company immediately any writ or summons, and as soon as possible any letter, claim or other document unacknowledged.
- You must notify the Company immediately of any impending prosecution, inquest or fatal injury.
- You must not admit liability for or negotiate the settlement of any claim without the Company's written agreement.
- You must give the Company all information and assistance required.

The Company is entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for its own benefit in the name of any person insured.

However, the Company does not have to do so.

#### 2. LOOKING AFTER YOUR VEHICLE

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You must take all reasonable precautions to –

- (a) Prevent injury, loss or damage
- (b) Maintain your vehicle in an efficient and proper road worthy condition.
- (c) Ensure your vehicle and its accessories are free from any defect.

The Company shall have at all times free access to examine such Vehicle.

#### 3. OTHER INSURANCE

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If any loss or damage is covered by any other insurance, the Company will not pay more than its rateable proportion, except as otherwise stated in the policy.

## Section 9 Cont.

### 4. CHANGE TO YOUR POLICY

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You must tell the Company immediately of –

- Any change of vehicle
- Any convictions or pending prosecutions
- Any penalty points incurred on your driving licence
- Any change in driver's health
- Any change in address or occupation
- Any change or modification of the vehicle
- Any additional vehicle
- Any change in use
- Any change in main user
- Any change in any other material fact

### 5. CANCELLATION

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The Company may cancel the policy by sending 10 days notice by registered letter to you at your last known address. In such event we may return a proportionate part of the Premium, provided the certificate and disc have been returned. You may cancel the policy by returning the certificate and disc to the Company with a written instruction to cancel. If no claim has arisen during the current period of Insurance you shall be entitled to a return of the premium less premium at the Company's short period rates (see below) for the time the policy has been in force. If the insurance has been in force for a period exceeding twelve months and no claim has arisen since the last renewal the Company may return a proportionate part of that premium.

Short Period Rates	
Period of cover no longer than	Percentage of premium we will return
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	35%
8 months	20%
9 months	10%
Over 9 months	NIL

## Section 9 Cont.

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The premium does not include motor rescue charge, personal accident premium, or drivers fatal accident premium (if available) and we will not provide a refund for these optional items when you cancel your policy.

### 6. COOLING OFF PERIOD

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You may also cancel the policy within the first 14 days after receiving the policy documents within the first year of insurance. We will refund your full premium providing no claims have been made on your policy.

### 7. ARBITRATION

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Any difference arising under the policy shall be referred to Arbitration in accordance with the statutory provisions then being in force and the making of an Award shall be a condition precedent to any right of action against the Company. Any claim for which the Company disclaims liability and which has not within a year of such disclaimer been referred to arbitration shall be deemed to have been abandoned and not recoverable thereafter.

### 8. FRAUD

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You must not act in a fraudulent manner. If you or anyone acting for you:

- fails to disclose or conceals a fact likely to influence the assessment or acceptance of a proposal, a renewal, or any adjustment to the policy or
- fails to disclose or conceals a fact likely to influence the provision of indemnity or the extent of indemnity provided by the company or
- makes a statement to the company or anyone acting on the company's behalf knowing the statement to be false in any respect or
- submits a document to the company or anyone acting on the company's behalf knowing the document to be forged or false in any respect or
- makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or

## Section 9 Cont.

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- makes a claim in respect of any loss or damage caused by your willful act or with your connivance

then and in addition to any other rights or remedies which the company may have under this Policy or otherwise the company:

- will not pay a claim
- will not pay any other claim which has been or will be made under the policy
- may at the company's option declare the policy void
- will be entitled to recover from the Insured the amount of any claim already paid under the policy
- will not make any return of premium
- may inform the appropriate law enforcement authority of the circumstances

### **9. OBSERVANCE OF POLICY CONDITIONS**

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The policy cover will only operate if its terms, provisions, conditions and endorsements are complied with and the statements and answers in the proposal forms or information given orally and outlined in the proposal confirmation, which forms the basis of the contract are complete and correct.

### **10. ADDITIONAL/RETURN PREMIUMS**

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The premium we quote you for any change to your policy will include an administration charge. If a change to your policy, including the administration charge, results in an extra premium of less than €15, we will not charge you for it. If a change to your policy, including the administration charge, results in us refunding any premium of less than €15, we will not refund it to you.

## Endorsements

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### **ENDORSEMENT NO. 6201 – Increase of Property Damage Cover.**

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The limit in respect of damage to property referred to in Section 2 is increased to the amount shown in the Schedule against this endorsement number.

### **ENDORSEMENT NO. 6202 – Working Risk (excluding subsidence, flooding or water pollution).**

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Exclusion number 7 in Section 8 – General Exclusions is cancelled. While any vehicle described in the schedule or any plant forming part of such vehicle or attached to it is being operated as a tool the Company shall be under no liability for or arising out of subsidence, flooding or water pollution, except in so far as to meet the requirements of Road Traffic legislation.

### **ENDORSEMENT NO. 6203 – Working Risk (excluding subsidence or water pollution).**

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Exclusion number 7 in Section 8 – General Exclusions is cancelled. While any vehicle described in the schedule or any plant forming part of such vehicle or attached to it is being operated as a tool the Company shall be under no liability for or arising out of subsidence or water pollution, except in so far as to meet the requirements of Road Traffic legislation. The maximum indemnity provided by this Company arising out of flooding is €25,395.

### **ENDORSEMENT NO. 6204 – Working Risk (excluding subsidence, flooding, water pollution or under ground pipes and cables).**

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Exclusion number 7 in Section 8 – General Exclusions is cancelled. While any vehicle described in the schedule or any plant forming part of such vehicle or attached to it is being operated as a tool the Company shall be under no liability for or arising out of

- i) subsidence, flooding or water pollution,
- ii) damage to pipes or cables

except in so far as to meet the requirements of Road Traffic legislation.

### CHANGES OF RISK

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The policy cover is based on details you supplied on the proposal. Hence it is important that any subsequent alterations to these details be notified to the Company without delay, to avoid invalidating the cover provided by the policy. Example of such alterations could include:

- Any change of vehicle
- Any convictions or pending prosecutions
- Any penalty points incurred on your driving licence
- Any change in driver's health
- Any change in address or occupation
- Any change or modification of the vehicle
- Any additional vehicle
- Any change of use
- Any change in main user
- Any change in any other material fact.

### SERVICING & MAINTENANCE

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The Company will continue to provide insurance (but to you only) while your vehicle is in the custody or control of a member of the Motor Trade and used only for its overhaul, upkeep or repair.

### GOING ABROAD?

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If your vehicle is to be driven on the Continent of Europe please let us know at least 21 days prior to departure, and let us know:

- (i) The period for which cover is required.
- (ii) Your policy number.
- (iii) The registration number, make and model of your vehicle.
- (iv) The countries you will visit.

### CHANGING ADDRESS?

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Please bear in mind that we need to have your current address. This will make sure that your renewal invitation will reach you in good time and avoid confusion in the event of a claim.

## **General Information Cont.**

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### **WHAT TO DO AFTER AN ACCIDENT – “At the Scene”**

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- Note the registration numbers of the vehicles involved.
- Ask for the names and addresses of other people involved and any witnesses.
- Make a sketch plan of the scene.
- Do not admit responsibility or sign any statement to this effect.
- If the accident results in damage to another vehicle, an animal, or other property, to comply with the law you must –
  - Stop
  - Give your name, address and registration particulars of the vehicle (along with the owner’s name and address) to anybody requiring the information.

If anyone other than yourself is injured you must show your certificate to the Gardaí as soon as possible and in any case within 24 hours. You must also show your certificate to any person reasonably asking for it, if you have caused damage to another vehicle or property.

### **GETTING YOUR VEHICLE REPAIRED**

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If the damage is covered by your policy please arrange to remove the vehicle to the nearest competent repairer and ask for an estimate to be sent to the Company as soon as possible.

### **EXCESS**

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Where a damage claim is subject to an excess, it is our practice to instruct the repairer to collect the excess from you direct, when the repair is complete.

### **TELLING THE COMPANY**

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Complete and send an accident report form to the company as soon as possible. If you do not have one, they can be obtained from your broker/agent or from the Company.



## **General Information Cont.**

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### **PROSECUTIONS**

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You must let us know at once if you receive notice of any intended prosecution as a result of the accident. It would also help us as your insurer to know if other parties involved in the accident are to be prosecuted. Please tell the Company.

### **CLAIMS MADE AGAINST YOU BY OTHER PERSONS**

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Send all letters and other correspondence to us as quickly as possible so that we can deal with them on your behalf. Do not admit liability for the accident or make any offer of payment. In your own interest, you should contact us if you are asked to give a statement to anyone.

### **STOLEN VEHICLES**

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Please notify the Gardaí as soon as a loss is discovered. If the vehicle is not recovered we will negotiate settlement of your claim on the basis of the market value in accordance with the policy.





# any questions? we're here to help.

- If you have questions, just phone your broker.
- For help with claims, ring us on **1890 24 7 365.**



Corporate member of  
Plain English Campaign  
Committed to clearer communication

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